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RE: J.B., THE STUDENT, AND J. AND A.B, THE STUDENT'S PARENTS V. METRO NASHVILLE PUBLIC SCHOOLS, APD Case No. [redacted]

Enclosed is a *Final Order*, including a *Notice of Appeal Procedures,* rendered in this case.

Administrative Procedures Division
Tennessee Department of State

Enclosure(s)

BEFORE THE TENNESSEE DEPARTMENT OF EDUCATION DIVISION OF SPECIAL EDUCATION

IN THE MATTER OF: **J.B. THE STUDENT,** [redacted] **B. and** [redacted] **B. THE PARENTS,** ***Petitioner,*** ***v.*** **METRO NASHVILLE PUBLIC SCHOOLS,** ***Respondent.***	**APD Case No.** [redacted]

FINAL ORDER

The hearing in this matter came before Shannon Barnhill, Administrative Judge, assigned by the Tennessee Secretary of State's Administrative Procedures Division, on August 16, 2022.

J.B., the Student, [redacted] B. and [redacted] B., the Parents, were represented by Attorneys [redacted]. Metro Nashville Public Schools (MNPS) was represented by Attorney [redacted]

Based upon the pleadings, the evidence at trial, the parties' post-trial briefs, the oral arguments of the parties, and the record in this case, it is **DETERMINED** that the relief sought by the Petitioners should be **GRANTED**.

This decision is based upon the following findings of fact and conclusions of law:

FINDINGS OF FACT

Background

1. The issue in this case involves payment for approximately three months of residential placement at Chaddock school.

2. J.B. received medical and educational services at the Chaddock Trauma Center ("Chaddock") in Quincy, Illinois from August 3, 2020, to November 24, 2020. According to the team at Chaddock, these services were necessary for that entire period. (Joint Stipulations, ¶ 5). The parties dispute a continuing payment obligation from August 2, 2020, to November 24, 2020.

Witnesses

3. [redacted] was the assistant principal at Chaddock school when J.B. attended. [redacted] has a bachelor's in special education and a master's in educational leadership in the state of Illinois. Chaddock school is located in Quincy, Illinois. [redacted] is in her tenth year at Chaddock school.

4. [redacted] is a clinical therapist at Chaddock school and has been at Chaddock for five and a half years serving in that capacity. [redacted] completed an undergraduate degree at Indiana University and then a master's degree in clinical mental health counseling in Valparaiso University, along with various continuing education courses at Chaddock.

5. [redacted] B. is J.B.'s father.

6. [redacted] has worked at Chaddock school for ten years and serves as the Director of Finance.

7. [redacted] is Director of Exceptional Education, Middle School Support at MNPS and has served in that role for the past fourteen years. [redacted] directs services for 35 middle schools and is also the director over homebound, private schools, and paraprofessional training. [redacted] also coordinates Crisis Prevention Intervention, also known as CPI, training for the district.

THE CHADDOCK RESIDENTIAL PLACEMENT

8. J.B. is an adopted child with medical diagnoses that include Reactive Attachment Disorder (RAD). She is eligible under the IDEA's disability category of emotional disturbance. (Joint Stipulations, ¶ 1). [redacted] zoned school is J.T. Moore Middle School. (Jeff B., TR., p. 73).

9. In September of 2019, following [redacted] both in the home and school settings, and with J.B. acting out by [redacted], MNPS and J.B.'s family held an Individualized Education Plan (IEP) meeting. ([redacted] B., TR., pp. 71-73).

10. The IEP Team addressed the possibility of placing J.B. into a residential placement at Chaddock Trauma Center ("Chaddock") in Quincy, Illinois. (*Id*.) Chaddock specializes in assisting children with RAD. (Joint Stipulations, ¶ 1; [redacted] TR., pp. 26-27).

11. In the IEP meeting, the school principal stated that an IEP Team could not approve costs of a residential placement like Chaddock. ([redacted] B., TR, pp. 75-76). According to the father, [redacted] B., the principal agreed the residential placement was necessary, but stated he would "lose [his] job" if he approved it. ([redacted] B., TR, pp. 75-76). Therefore, beginning October 2, 2019, the family *unilaterally* placed J.B. at Chaddock. ([redacted] B., TR, p. 76; Ex. 1, Settlement Agreement, p. 2). Thereafter, they filed a Due Process Complaint seeking reimbursement (Due Process Number 1).

12. Chaddock residential stays for children with RAD normally last approximately 18 months, though it may be more or less, depending upon individual progress. ([redacted] TR., pp. 32-33). While at Chaddock, J.B. was provided clinical therapy, cottage-style living, a full educational day, a 6:1 student teacher ratio with a certified special education teacher, an aide, and a behavior plan. ([redacted] TR, pp. 27-29).

THE SETTLEMENT AGREEMENT

13. On November 19, 2019, J.B.'s parents and MNPS attended a Resolution session under the Individuals with Disabilities Education Act (IDEA) and reached a Settlement Agreement of Due Process Number 1. The parties admitted the Settlement Agreement as the first exhibit. (Ex. 1, Settlement Agreement).

14. Because no one could predict the exact length of J.B.'s stay at Chaddock, the Settlement Agreement contains several provisions addressing how past and future payments would be handled. (*Id.*; [redacted] B., TR., pp. 78-79).

15. First, under §1(a) of the Settlement Agreement, MNPS would reimburse the Family the educational costs of Chaddock to which they had already paid. There is no dispute this has been performed. (Joint Stipulations, ¶3).

16. Second, under §1(b), MNPS would pay up to ten months of Chaddock's educational cost going forward, unless she left earlier. (*Id.*). This money would not be paid directly to the family, but directly to Chaddock itself: "[D]irectly to Chaddock upon receipt of invoice for a duration of time not to exceed ten months beginning October 2, 2019, until August 2, 2020, or until such time as [J.B.] leaves Chaddock, whichever is earlier." (*Id.*). There is no dispute the payment of ten months of Chaddock, up to the August 2, 2020, date has been performed. (Joint Stipulation, ¶4).

17. Third, under §2(a), any claims that arose after August 2, 2020, were not released "in the event that [J.B.] … remains at Chaddock beyond August 2, 2020." Thus, the parties clearly recognized that J.B. may remain at Chaddock beyond August 2, 2020, and, if she does, she was not releasing MNPS from further payment. (*Id*.; Joint Stipulations, ¶ 3; Jeff B., TR., p. 79).

18. Fourth, and finally, under §2(b), MNPS "reserves the right to conduct its own evaluation of [J.B.] prior to any further payment by MNPS to Chaddock after August 2, 2020." (Ex. 1, Settlement Agreement, p. 3). The parties included additional language about MNPS's access to J.B. for the evaluation, as that evaluation was to be central to paying ongoing costs:

> Such evaluation may include evaluation of [J.B.] while at Chaddock and Petitioners will grant consent for such an evaluation of [J.B.] while at Chaddock and Petitioners will grant consent for such an evaluation and release of information from Chaddock to MNPS. This evaluation may be used to determine whether ongoing educational costs will be paid by MNPS.

Id. at §2(b).

INFORMATION SHARED WITH AND AVAILABLE TO MNPS

19. In July of 2019, even *before* J.B.'s placement at Chaddock, J.B.'s father executed medical releases in favor of J.T. Moore in the event J.B. was placed at Chaddock. (Ex. 8, Chaddock Consent Release July 30, 2019; [redacted] B., TR., p. 101). This allowed MNPS to have full access to information about her stay if they wished to access it.

20. In June of 2020, Chaddock provided MNPS an update on J.B.'s grades and behavior. (Ex. 7, [redacted] Email June 8, 2020).

21. And for every month, under §1(b) of the Settlement Agreement, Chaddock "directly" submitted its monthly bills to MNPS up through August 2, 2020, with MNPS returning payments every single month. ([redacted] TR., p. 130).

STOPPAGE OF PAYMENT

22. On September 4, 2020, when presented the monthly bill for J.B.'s August 2020 stay by Chaddock, MNPS refused to pay it. (Joint Stipulation, ¶6; Ex. 2, [redacted] Metro Finance Director Letter to Chaddock, Sept. 4, 2020). MNPS advised Chaddock that it "only covered the educational costs for J.B. through the end of July (technically through August 2, but August 1 and 2 were a weekend)." (*Id.*).

23. It is undisputed that, up to September 4, 2020, MNPS neither requested medical records from Chaddock nor sought to conduct an evaluation of J.B. "to determine whether ongoing educational costs will be paid by MNPS." (Ex. 1, Settlement Agreement, §2(b); [redacted] B., TR., p. 81; [redacted] TR., p. 42; [redacted] T.R., pp. 184-85; 201). Nor had MNPS proposed an alternative plan to Chaddock for J.B.'s education. ([redacted] B., TR., pp. 80-81; [redacted] TR., p. 176; pp. 184-86).

24. On September 18, 2020, fourteen days from the payment stoppage, J.B.'s family, through its lawyer, reminded MNPS about §2b of the Settlement Agreement, and how MNPS had reserved the right to an evaluation "to determine whether ongoing educational costs will be paid by MNPS." (Joint Stipulations, ¶7; Ex. 3, Petitioners' Response to Letter (by [redacted]), Sept. 18, 2020). The letter offered MNPS the opportunity to speak to J.B.'s father directly in order to obtain whatever additional information MNPS lacked and stated an aim for discharge from Chaddock of December 2020. (*Id*.)

25. Up to this point, MNPS claimed that it "was not allowed to review evaluation data" to determine continued payments. ([redacted] Testimony, TR., p. 198). According to MNPS, "not allowed" meant that it has an internal practice where it chooses not to reach out to the residential placement unless and until the parent says the student is ready to *return* to MNPS. (*Id*. at p. 169-73). Under this practice, MNPS would *remain quiet* until the child returned from the residential center, standing in tension, if not contrast, from the Settlement Agreement's language about seeking medical records, seeking evaluations, and deciding about ongoing payments.

26. Following the September 18, 2020, letter from counsel, on November 13, 2020, MNPS broke with its internal practice and *did* attend an IEP meeting at Chaddock, after which all participants—J.B.'s family, Chaddock, and MNPS—agreed that J.B. should be discharged

from Chaddock to a special day school in Nashville known as Cora Howe. (Ex. 5, [redacted] email Nov. 13, 2020; Ex. 6, IEP Conference Summary Report, Nov. 13, 2020; [redacted] B., TR., p. 95).

27. Prior to this November 13, 2020 IEP meeting, wherein MNPS personnel attended and discussed J.B.'s return to MNPS, MNPS never: (1) reached out to Chaddock to see how J.B. was doing at Chaddock, (2) never requested any educational or medical records from Chaddock concerning J.B., (3) never asked to attend, nor did it attend, any IEP meetings at Chaddock for J.B., (4) never asked to conduct, nor did it conduct, any evaluations of J.B., (5) never reached out to J.B.'s parents to inquire on her status or return date, (6) never created a transition plan to return J.B. to MNPS, (7) never created or proposed a new IEP for J.B. at MNPS, and (8) never provided J.B.'s family with a contact person should J.B. need to stay at Chaddock beyond August 2, 2020. ([redacted] TR., p. 42; [redacted] B., TR., pp. 80-82; [redacted] TR., p. 173; 180; 184-86; 201).

28. According to Chaddock clinical and educational personnel, it was medically and educationally necessary for J.B. to remain at Chaddock for the entire period of August 3, 2020, to November 24, 2020. (Joint Stipulations, ¶ 5). MNPS did not contest the educational and clinical testimony that Chaddock was necessary for J.B. from August 3, 2020, to November 24, 2020. ([redacted] TR., p. 198).

29. Rather, the parties contest *who*, MNPS or J.B.'s family, must *pay* for J.B.'s necessary educational stay at Chaddock from August 3, 2020, to November 24, 2020. The educational amount for that period is $16,536.24. ([redacted] TR., p. 132; Ex. 10, Invoice; [redacted] B., TR., p. 96).

CONCLUSIONS OF LAW

The central issue in this case is who is legally responsible for making the *payments* to Chaddock for the limited period of September 2020 to November 24, 2020. Because Chaddock

was necessary, or *appropriate,* it must also be *free* to the parents to afford J.B. a Free Appropriate Public Education (FAPE).

A. The "Free" Aspect of FAPE Requires All Tuition Reimbursement, not Partial Tuition Reimbursement

Chaddock was educationally necessary and appropriate for J.B. throughout her time there. Accordingly, the "free" element of FAPE includes reimbursement:

> [T]he *Burlington* Court held that unless retroactive reimbursement is available to prevailing parents, 'the child's right to a *free* appropriate public education . . . would be less than complete.' Tuition reimbursement thus arises out of the IDEA's 'core guarantee': a free appropriate public education.

D.S. v. Knox Cty., 2022 U.S. Dist. LEXIS 54171, at *7, *15 (E.D. Tenn. Mar. 25, 2022) (emphasis in original). Put simply, without the remaining payments from August 2, 2020-November 24, 2020, J.B.'s education is no longer "free," a denial of FAPE.

It is true that "total reimbursement will not be appropriate if the court determines that the cost of the private education was unreasonable." *Florence Cty. Sch. Dist. Four v. Carter by & Through Carter*, 510 U.S. 7, 16 (1993). But here, there is no disagreement about the $16,536.24 being unreasonable for the services provided. Indeed, that monthly amount was honored up through August 2020. Accordingly, in keeping with the requirements of FAPE, MNPS must reimburse the parents the outstanding costs of Chaddock.

B. MNPS's Lack of "Notice of Continued Placement" Argument

MNPS's counsel explained its defense at the hearing as follows: "Our argument is not that we were not aware that Chaddock existed and that parents may or may not have wanted to place their student at Chaddock at some point. The argument is whether they gave notice of *continued placement* at Chaddock after the terms of the agreement expired." (Counsel ([redacted] TR., p. 75). The *necessity* of the placement for the continued placement is not contested either. ([redacted] TR., p. 198).

As MNPS's counsel appears to recognize, the IDEA's original notice provision for a private placement within the IDEA itself does not apply to a situation involving *continued placement*. 20 U.S.C. § 1412(a)(10)(C)(iii)(I)(aa). The IDEA's original notice provision provides that parents should notify their public school board that they reject the school's proposed placement *before* removing the child to private school if the parents intend to attempt to recoup reimbursement costs related to the private placement. *Forest Grove Sch. Dist. v. T.A.*, 557 U.S. 230, 240 (2009); 20 U.S.C. § 1412(a)(10)(C). In other words, the notice provision applies prior to the child ever being privately placed.

That original notice can be delivered in two ways: (1) as J.B. did, at the most recent IEP meeting; or (2) within ten business days prior to the removal of their child from public school. 20 U.S.C. §§ 1412(a)(10)(C). Either way, this original notice is geared to the time "prior to removal of the child." That way, the family is supposed to have the benefit of an alternative proposal from the school for consideration. In situations where such original notice is not given by the family, the "[t]he cost of reimbursement . . . *may* be reduced or denied." 20 U.S.C. § 1412(a)(10)(C)(iii); 34 C.F.R. § 300.148(d)(ii).[1]

There is no question MNPS had original notice that J.B. was placed at Chaddock as Chaddock was the subject of discussion at the September 2019 IEP meeting wherein the principal blocked the team from addressing it. ([redacted] B., TR., pp. 71-73). Subsequently, the parties reached an arms-length Settlement Agreement that specifically released any Notice defense for the original placement and which addressed how continued placement would be handled in the future. (Ex. 1, Settlement Agreement).

[1] The "may" means that original parental notice is not mandatory, but only "*may*" be used to deny payments depending upon the overall situation and equitable factors. *Id.*

While the Settlement Agreement clearly addresses the topic of continued placement, in doing so it does not require another request for *continued payment* or that any "magic words" be used. Nor is there any deadline for requesting continued payment beyond August 2, 2020. But even if it did, the Chaddock bills were submitted directly to MNPS on a monthly basis through 2020. [redacted] TR., p. 130)). Further, in June of 2020, two months *prior to* August 2, 2020, Chaddock emailed MNPS an educational update of J.B.'s progress at Chaddock. (Ex. 7, [redacted] email June 8, 2020).

The Settlement Agreement required J.B.'s family ("Family") to "grant consent for such an evaluation of [J.B.] while at Chaddock" and agree to provide a "release of information from Chaddock" in order "to determine whether ongoing educational costs will be paid by MNPS." (Ex. 1, Settlement Agreement, §2(b)). The Family did all these things. Releases were executed (Exs. 8- 9, 2019 and 2020 Releases; [redacted] B. TR., pp. 101; 103-04), but MNPS never even tried to obtain records or seek consent for an evaluation while J.B. was at Chaddock. ([redacted] B., TR., p. 81; [redacted] TR., p. 42; [redacted] T.R., pp. 184-85; 201).

Although continued notice was not required, the parties stipulated that, on September 14, 2020, within fourteen days of the stopped payments, the Family reminded MNPS of §2(b) of the Settlement Agreement, that J.B. was aiming for a return to MNPS in December of 2020, and that the Family agreed to provide any additional information necessary for MNPS to continue its payments until that time. (Joint Stipulation, ¶7; Ex. 3, Petitioners response to letter Sept 18, 2020). Again, there is no earlier deadline for any "continued placement" request.

In sum, while MNPS claimed at the hearing that it was "not allowed" access to information or to J.B. until October or November 2020 ([redacted] Testimony, TR., p. 198), the record clearly demonstrates otherwise. MNPS, by its own admission, did not *act* upon the

releases provided by the Family, the June 2020 information on J.B.s' progress provided by Chaddock, or the very right it reserved unto itself to conduct its own evaluation of J.B. ([redacted] TR., p. 42; [redacted] B., TR., pp. 80-82; [redacted] TR., p. 173; 180; 184-86; 201). And even then, it received further notice from J.B.'s counsel within fourteen days of its stoppage of payment. Therefore, MNPS cannot now cry foul for its own decisions.

Additionally, and importantly, MNPS never created an alternative educational plan for J.B. in September or October of 2020. Thus, the family had no alternative to even consider. ([redacted] B., TR., pp. 80-81; [redacted] TR., p. 176; pp. 184-86). It is undisputed that MNPS never participated to discuss J.B.'s discharge from Chaddock and return to MNPS until the November 13, 2020, IEP meeting with Chaddock and J.B.'s family. (Ex. 5, [redacted] email Nov. 13, 2020; Ex. 6, IEP Conference Summary Report, Nov. 13, 2020; [redacted] TR., p. 42; [redacted] B., TR., pp. 80-82; [redacted] TR., p. 173; 180; 184-86; 201). Following this meeting, J.B. accepted MNPS's proposal and returned to MNPS at its special day school, Cora Howe. (Jeff B., TR., p. 95).

Cases involving denial of continued payments for previously agreed upon residential placements is (unsurprisingly) sparse. *But see Sam K. v. Haw. Dep't of Educ.*, 788 F.3d 1033 (9th Cir. 2015) (attached as Appx. 1). In *Sam K.*, the parents privately placed Sam at an institution beginning in 2003 for his emotional issues. *Id*. at 1036. In a 2010 Settlement Agreement, the Department of Education (DOE) agreed to pay Sam's tuition up through 2010 and, thereafter, an "IEP Reevaluation meeting" would be held. *Id*.

While the Hawaii DOE did participate in various meetings during which time Sam stayed at the institution, the DOE "did not present a specific public-school placement until January 14, 2011." *Id.* "By waiting so long into that school year to propose a different placement, the DOE tacitly consented to his enrollment at Loveland Academy." *Id*. at 1040. "[T]he DOE knew that

Sam was going to be enrolled in Loveland in the meantime and necessarily consented to that enrollment for that school year because it had not offered another alternative." *Id*.

In *Sam K*., the period between expiration of the Settlement Agreement until the school district offers an alternative is considered a tacit "bilateral" placement for which the school district must pay. *See also A.V. v. Lemon Grove Sch. Dist.*, 2017 U.S. Dist. LEXIS 26449, at *44 (S.D. Cal. Feb. 23, 2017) (holding that the school district "necessarily consented to the enrollment for that school year because it had not offered another alternative."). In other words, the placement is no longer "unilateral" at all, but "tacitly bilateral" until the school district offers another plan.

Under the *Sam K.* reasoning, even accepting MNPS's theory that the Settlement Agreement somehow "expired" on August 2, 2020, MNPS did not offer an alternative plan at Cora Howe until November 24, 2020. Accordingly, without a previous alternative proposal from MNPS, the interim period from August 2, 2020 – November 24, 2020, was tacitly agreed and remains Metro's responsibility for payment.

C. Section 504 and the ADA

Per the Sixth Circuit in 2021, Section 504 and ADA claims are *not* exhausted administratively. Rather, it is only a "corresponding IDEA claim" that actually gets exhausted. *Perez v. Sturgis Pub. Sch.*, 3 F.4th 236, 240 (6th Cir. 2021). The Sixth Circuit explained:

> [Exhaustion] doesn't require Perez to exhaust his *ADA* claim before bringing it to court. Instead, it requires him to exhaust his corresponding *IDEA* claim."

Id.

But even if Section 504 and ADA claims must be exhausted, the same result would obtain. Under these laws, MNPS was *required* to interact with the family for the continuing

accommodations needed by J.B. MNPS cannot simply refuse to interact, and not pay, until J.B. returns to school on grounds of an unspoken internal practice.

> When a party obstructs the process or otherwise fails to participate in good faith, "courts should attempt to isolate the cause of the breakdown and then assign responsibility."

Kleiber v. Honda of Am. Mfg., 485 F.3d 862, 871 (6th Cir. 2007) (citations omitted).

In the analogous employment context, an example of *good faith* is an employer who "readily meets with the employee, discusses any reasonable accommodations, and suggests other possible positions for the plaintiff." *Id.* And an example of *bad faith* is an employer who revokes the plaintiff's hiring without talking to him about his disability and its impact on his ability to work. *Keith v. Cnty. Of Oakland*, 703 F.3d 918, 929 (6th Cir. 2013).

By refusing to interact until November 2020, MNPS violated Section 504 and the ADA.

CONCLUSION

For the foregoing reasons, MNPS must reimburse the parents all outstanding educational costs of Chaddock in the amount of $16,536.24. Plaintiffs are the prevailing parties.

The policy reasons for this decision are to uphold the laws of the State of Tennessee and to facilitate the fair application of the Individuals with Disabilities Education Act.

It is so **ORDERED**.

This FINAL ORDER entered and effective this the **18th day of October, 2022.**

J. SHANNON BARNHILL
ADMINISTRATIVE JUDGE
ADMINISTRATIVE PROCEDURES DIVISION
OFFICE OF THE SECRETARY OF STATE

Filed in the Administrative Procedures Division, Office of the Secretary of State, this the **18th day of October, 2022.**

IN THE MATTER OF:
J.B., THE STUDENT, AND J. AND A.B, THE STUDENT'S PARENTS V. METRO NASHVILLE PUBLIC SCHOOLS

APD CASE No. [redacted]

NOTICE OF APPEAL PROCEDURES

REVIEW OF FINAL ORDER

The Administrative Judge's decision in your case in front of the **Tennessee Department of Education**, called a Final Order, was entered on **October 18, 2022**. If you disagree with this decision, you may take the following actions:

1. **File a Petition for Reconsideration:** You may ask the Administrative Judge to reconsider the decision by filing a Petition for Reconsideration with the Administrative Procedures Division (APD). A Petition for Reconsideration should include your name and the above APD case number and should state the specific reasons why you think the decision is incorrect. APD must **receive** your written Petition no later than 15 days after entry of the Final Order, which is no later than **November 2, 2022.**

   The Administrative Judge has 20 days from receipt of your Petition to grant, deny, or take no action on your Petition for Reconsideration. If the Petition is granted, you will be notified about further proceedings, and the timeline for appealing (as discussed in paragraph (2), below) will be adjusted. If no action is taken within 20 days, the Petition is deemed denied. As discussed below, if the Petition is denied, you may file an appeal no later than **December 19, 2022**. *See* TENN. CODE ANN. §§ 4-5-317 and 4-5-322.

2. **File an Appeal:** You may file an appeal the decision in federal or state court within 60 days of the date of entry of the Final Order, which is no later than **December 19, 2022**, by:

   (a) filing a Petition for Review "in the Chancery Court nearest to the place of residence of the person contesting the agency action or alternatively, at the person's discretion, in the chancery court nearest to the place where the cause of action arose, or in the Chancery Court of Davidson County," TENN. CODE ANN. § 4-5-322; or
   (b) bringing a civil action in the United States District Court for the district in which the school system is located, 20 U.S.C. § 1415.

   The filing of a Petition for Reconsideration is not required before appealing. *See* TENN. CODE ANN. § 4-5-317.

STAY

In addition to the above actions, you may file a Petition asking the Administrative Judge for a stay that will delay the effectiveness of the Final Order. A Petition for Stay must be **received** by APD within 7 days of the date of entry of the Final Order, which is no later than **October 25, 2022**. *See* TENN. CODE ANN. § 4-5-316. A reviewing court also may order a stay of the Final Order upon appropriate terms. *See* TENN. CODE ANN. §§ 4-5-322 and 4-5-317.

NOTICE OF APPEAL PROCEDURES

FILING

Documents should be filed with the Administrative Procedures Division by email *or* fax:

Email: APD.Filings@tn.gov

Fax: 615-741-4472

In the event you do not have access to email or fax, you may mail or deliver documents to:

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